



Terms & Conditions of Service

A. General

1. The "Client" (or "you/r") herein refers to the person or organisation, its representatives, successors, assignees, agents and affiliates or family members requesting the provision of VirtuPropSA's (Pty) Ltd services and supply of digital products/ services.
2. The "Consultant" (or "us/our/we") refers to VirtuPropSA (Pty) Ltd and all its photographers, directors, shareholders, representatives, associates, assistants, affiliates and/ or assignees.
3. The "Product" (or "image(s)/virtual tour(s)/material(s)/data") refers to any and all data collected/ produced/ shared/ published by us, as well as the content generated therefrom in producing the virtual tour.
4. Any payment made to us (deposit and/ or final balance settlement) indicates that you have read, understood and accept all the terms and conditions as set out in this document, in its entirety. Your payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly, and in writing, prior to accepting our service. No variation of the terms and conditions of this agreement shall be recognised unless explicitly agreed to in writing. The payment of the deposit and/ or invoiced amount signifies the acceptance of the Cost Estimate in its entirety, and the adoption of this agreement and all its terms and conditions by all parties.
5. The Consultant reserves the right to amend these terms and conditions without prior notice.
6. This agreement shall be governed by the laws of the Republic of South Africa.

B. Rates

1. Our rates and packages are valid for a limited time only and are subject to review from time to time, as we see fit. If you have received a Cost Estimate from us in the past or viewed our packages on our website, you are by no means guaranteed of said rate, unless it is our current rate or has been expressly confirmed by us. Cost estimates are valid for 30 calendar days from the issue date indicated on the Cost Estimate.

C. Deposit & Fee Structure

1. A deposit is required to reserve your appointment date and tour package with the Consultant as per the Cost Estimate.
2. Your tour fee is made up of a deposit and balance. The deposit is payable to secure your appointment date and is not refundable. It covers our time and secures your appointment date at current prices (i.e.: it is subject to change from time to time, which might include any future sessions). No images or products will be published for longer than 2 working days until we have received full payment of the invoiced amount, within the payment period agreed, which is 14 calendar days from the issue date indicated on the invoice, unless otherwise explicitly amended by us in writing.
3. The Consultant reserves the right to retain all of the Client's materials/ data in our possession until all monies owed to the us have been paid in full. Furthermore, the license to reproduce or share content created by the Consultant will also be revoked until payment has been made in full and final of the invoiced amount.
4. The Consultant reserves the right to charge interest on all overdue invoices at a rate of 2,5% per month.

D. Additional Fees

1. The Client is responsible for any additional travel fees at current AA rates, applicable to our vehicle, at the time of issue of the Cost Estimate, should we be required to travel more than 50 km from Woodview, KwaZulu-Natal.
2. Where additional expenses are incurred by the Consultant due to changes in the original brief by the Client or by circumstances beyond the Consultant's control, the Client agrees to pay such reasonable expenses and/ or fees at the Consultant's normal rates for the applicable package.
3. Any additional fees due to the Client's choice of location (e.g.: entrance fees, venue fees, etc.) will be for the Client's account. The Client is responsible to confirm whether any such fees are applicable and for making any necessary arrangements in advance for us to use the relevant venue as the location. Any separate uploads, and publications on Client-specified platforms/ websites are additional (i.e.: not included in your package fee) and are to be quoted on separately.



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E. Kill Fees

1. If the Client decides to kill the work after the brief has been met and work has been delivered by the deadline date, full payment of the invoice must be made. If the tour is not publishable, through no fault of the Consultant, the Client agrees to pay 100% of the invoiced amount.

F. Breach of Contract/ Non-payment

1. In the event of non-payment or other breach of this agreement by the Client, the Client shall pay all the Consultant's costs and expenses incurred in enforcement of the terms of this agreement, including the Consultant's attorney's fee; and the License to Use contemplated in this agreement shall not exist and be of no force or effect.

G. Cancellations & Rescheduling

1. Any deposits paid are non-refundable should you decide to cancel your appointment date. If you have to reschedule, please do so at least 7 calendar days prior to your appointment date, in order to provide us adequate time to fill your appointment slot.
2. Should you have an emergency, death in the family or any other life-altering situation, you may reschedule your session: kindly notify us as soon as possible (at least 24 hours in advance where possible).
3. If you have booked an outdoors/ weather-dependent session, we will contact you and advise to reschedule due to unsuitable weather, should your appointment date be flexible. Your session will be moved to the next suitable/ available date at no additional cost to you.

H. Copyright, Permissions & Use of Images

1. The Consultant retains the right to use the product or constituents thereof in any manner, at any time and in any part of the world for self-promotional purposes – including but not limited to advertising, publication, publicity, display, web content or anything else promoting our business. The Client hereby releases the Consultant and its legal representatives and resigns from all claims and liability in relation to said material. Should the Client refuse the use of such intended publication/ marketing in writing, the Consultant will remove the Client's content.
2. License for the use of the product will always be granted for commercial and non-commercial use at no cost as long as credit for the work is given to us. We require that a simple VirtuPropSA (Pty) Ltd logo be placed near or on the images. Non-commercial uses of the tour include personal web pages, and prints of images kept or given to friends and family. Commercial use includes any business web page, any use of the product for advertising or promotion, or any other use that would be considered as commercial or financially beneficial to the user.
3. The Client will not make or permit any alterations including, but not limited to, additions, subtractions, or adaptations, with respect of the product, alone or with any other material, without prior written permission of the Consultants.
4. Any alteration or modification of the product will not constitute a work of joint authorship.
5. The Client hereby consents and agrees that the Consultant has the right to take photographs of their property, if applicable. The Consultant will endeavour their best efforts to protect any personally identifiable information in this regard.

I. Liability

1. In the unlikely event that the Consultant is injured, becomes too ill or is medically unable to attend or complete the session, the Consultant will make every effort to schedule a makeup session at the next available date at no additional cost, or return the Client's deposit should we be unable to do so. If the Consultant cannot fulfill this agreement due to fire or other major cause, strike, act of God, or other cause beyond the control of the parties, we will return the Client's deposit/ fees paid, but shall have no further liability with respect to this agreement.
2. The Consultant takes the utmost care to prevent this, but in the unlikely event that material has been lost, stolen, damaged or destroyed for reasons within or beyond the Consultant's control, liability is limited to the return of all payments received for the session or to schedule a makeup session at no additional cost to the Client.
3. Although we as the Consultant will do our best to avoid any accidents and/ or incidents from occurring, the Client releases all employees of the Consultant from all liabilities, claims and damages that may result from any accidents and/ or incidents that may happen during the session.
4. The Client agrees to indemnify and save harmless the Consultant against all liabilities, claims and legal costs arising out of the Client's use of the product.



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5. The Consultant is by no means responsible for the quality of services provided by its business partners/ other third parties.

J. Storage & Publication

1. The Consultant will keep all data on archive for a reasonable amount of time (at most 1 year from the date of publication of the tour), after which it may be permanently discarded. The Consultant will keep all Client virtual tours published and shareable for the duration of the chosen package, subject to a renewable rate determined by the Consultant for storage, hosting and publication costs for every year thereafter, billable to the Client should they choose to extend.

K. Post Session

1. The editing and publication may take approximately 7-14 working days to complete, depending on the extent of editing required, number of images to be edited, Eskom loadshedding, and the Consultant schedule. No unedited images will be made available to the Client unless upon specific agreement in writing. The Consultant will determine the best images for edit and inclusion in the final product.

L. The Final Product

1. The Consultant uploads and digitally hosts the final product for the Client, and a shareable and/ or embeddable link to the product is emailed to the Client for their marketing/ recording needs. The product is hosted by us for periods only as described in the relevant package, unless otherwise extended upon by the Client as described in J1.

M. Rejection

1. The Client has no right to reject work on the basis of style or composition. The invoiced amount is to be paid in full even if the ordered and delivered tour is not used.

N. Dispute Resolution

1. In the event of any irresolvable dispute in the interpretation of the terms of this agreement or otherwise, the Client agrees to submit the dispute to either an arbitration process or mediation process, at the Consultant's option.

O. Variation

1. No variation of the terms of this agreement shall be recognised or enforced unless explicitly agreed to by the Consultant in writing.